

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W911XK-05-B-0010-0001	2. TYPE OF SOLICITATION <input checked="checked" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 28-Sep-2005	PAGE OF PAGES 1 OF 49
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.				
4. CONTRACT NO. W911XK-05-C-0017	5. REQUISITION/PURCHASE REQUEST NO. W56MES-5133-8942		6. PROJECT NO.	
7. ISSUED BY CONTRACTING DIVISION DETROIT DISTRICT, USAED P.O. BOX 1027 DETROIT MI 48231-1027 TEL: FAX:		CODE W911XK U S ARMY ENGINEER DISTRICT, DETROIT ATTN: CELRE-CT 477 MICHIGAN AVE., ROOM 6 DETROIT MI 48226 TEL: 313 226-5148 FAX: 313 226-2209	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE W911XK	
9. FOR INFORMATION CALL:	A. NAME WILLIAM L BRUSS		B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 313 226-3648	
SOLICITATION				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i> Indiana University South Bend (IUSB) Shore Protection, Pedestrian Foot Bridge and Piers at South Bend, Indiana. This project is HUBZone Set-Aside. The NAICS Code is 237310 and the Size Standard is \$28.5 Million. The project consists of, but not limited to, shoreline stabilization which includes tree and vegetation planting, rip rap placement and construction of drainage structures, placement of temporary SSP and Cofferdams. Excavation. Construction of 600 foot long by 10 foot wide pedestrian bridge.				
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>365</u> calendar days after receiving <input type="checkbox"/> award, <input checked="checked" type="checkbox"/> notice to proceed. This performance period is <input checked="checked" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See _____.)</i>				
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="checked" type="checkbox"/> YES <input type="checkbox"/> NO			12B. CALENDAR DAYS 10	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by <u>02:00 PM</u> <i>(hour)</i> local time <u>02 Sep 2005</u> <i>(date)</i> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input checked="checked" type="checkbox"/> is, <input type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

SOLICITATION, OFFER, AND AWARD (Continued)*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*
BAYSHORE CONTRACTORS, LLC
1505 S LAKESHORE
LUDINGTON MI 48431

15. TELEPHONE NO. *(Include area code)*
(231) 843-0539

16. REMITTANCE ADDRESS *(Include only if different than Item 14)*

See Item 14

CODE
3FMH4

FACILITY CODE
3FMH4

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

SEE SCHEDULE

22. AMOUNT
\$2,019,837.40

23. ACCOUNTING AND APPROPRIATION DATA
See Schedule

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
☐ 10 U.S.C. 2304(c) ☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

See Item 7

27. PAYMENT WILL BE MADE BY:

CODE

T0B0200

U S ARMY CORPS OF ENGINEERS FINANCE AND
5700 WASP AVENUE
MILLINGTON TN 38054

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☒ 29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

REF: W911XK-05-B-0010 - 02/09/2005

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER *(Type or print)*
WANDA C CARTER-DAVIS / ADDED BY SUMI

30B. SIGNATURE

30C. DATE

TEL: 313 226-5148

EMAIL: W

31B. UNITED STATES OF AMERICA

BY *Wanda Carter-Davis*

31C. AWARD DATE

30-Sep-2005

Section SF 30 - BLOCK 14 CONTINUATION PAGE

AMD 0001

Solicitation Amendment No. 0001
 For Solicitation No. W911XK-05-B-0010
 Indiana University South Bend, Shoreline
 Stabilization and Pedestrian Bridge Over the St.
 Joseph River, South Bend, Indiana

CHANGES TO SPECIFICATIONS

CHANGES TO SECTION 01999 – LISTING OF ENGLOSED DOCUMENT, EXHIBITS AND OTHER ATTACHMENT

DELETE: General Decision Number: IN030001, Dated 07/29/2005

ADD: General Decision Number: IN030001, Dated 08/19/2005

General Decision Number: IN030001 08/19/2005 IN1

Superseded General Decision Number: IN020001

State: Indiana

Construction Types: Building, Heavy and Highway

Counties: La Porte, Lake, Porter and St Joseph Counties in
Indiana.

LAKE AND PORTER COUNTIES

BUILDING CONSTRUCTION PROJECTS (does not include single family
homes and apartments up to and including 4 stories, HEAVY AND
HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	06/13/2003
1	07/09/2004
2	07/16/2004
3	07/23/2004
4	09/17/2004
5	10/01/2004
6	10/29/2004
7	11/05/2004
8	12/24/2004
9	02/04/2005
10	02/11/2005
11	03/04/2005
12	04/01/2005
13	04/22/2005
14	05/20/2005
15	06/03/2005

16	06/17/2005
17	07/08/2005
18	07/22/2005
19	07/29/2005
20	08/05/2005
21	08/19/2005

ASBE0017-002 06/01/2005

LAKE AND PORTER COUNTIES

	Rates	Fringes
Asbestos Worker.....	\$ 32.80	16.78
Hazardous Material Handler (INCLUDES PREPARATION, WETTING, STRIPPING REMOVAL SCRAPPING, VACUUMING, BAGGING AND DISPOSAL OF ALL INSULATION MATERIALS, WHETHER THEY CONTAIN ASBESTOS OR NOT, FROM MECHANICAL SYSTEMS).....	\$ 22.16	12.15

ASBE0075-001 06/01/2004

REMAINING COUNTIES:

	Rates	Fringes
Asbestos Worker.....	\$ 27.50	9.19
Hazardous Material Handler (includes preparation, wetting, stripping, removal, scrapping, vaccuming, bagging, and disposal of all insulation materials, whether they contain asbestos or not, from mechanical systems).....	\$ 15.55	4.50

BOIL0001-005 07/01/2004

LAKE COUNTY (City of Hammond; North of 114th Street)

	Rates	Fringes
Boilermaker.....	\$ 35.16	4.36+19.5%

BOIL0374-003 07/01/2004

	Rates	Fringes
Boilermaker.....	\$ 29.59	14.98

BRIN0004-011 06/01/2005

MERRILLVILLE

LAKE, LAPORTE AND PORTER COUNTIES

	Rates	Fringes
Bricklayer, Stone Mason, Marble Mason, Terrazzo Worker, Tile Layer, Pointer, Cle\$ 30.60		13.22
Marble and terrazzo finisher...\$ 22.32		7.35
Marble Setter, Terrazzo Worker & Tile Setter.....\$ 29.10		12.72
Tile Finisher.....\$ 21.32		7.35

BRIN0004-018 06/01/2005

SOUTH BEND

ST. JOSEPH COUNTY

	Rates	Fringes
Bricklayer, Caulker, Cleaner, Pointer.....\$ 25.75		9.02
Tile, Marble & Terrazzo Finisher.....\$ 21.82		8.14
Tile, Marble & Terrazzo Worker.\$ 24.22		8.38

CARP0765-001 06/01/2005

HEAVY, HIGHWAY AND BUILDING CONSTRUCTION

LAKE, LAPORTE AND PORTER COUNTIES

	Rates	Fringes
Carpenter.....\$ 29.98		15.59
Millwright.....\$ 30.08		15.59

CARP0888-001 06/01/2005

ST. JOSEPH COUNTY (Zone 1)

	Rates	Fringes
Carpenters BUILDING CONSTRUCTION.....\$ 23.96		8.80
HEAVY & HIGHWAY CONSTRUCTION\$ 23.66		8.45
Millwright BUILDING CONSTRUCTION.....\$ 21.32		10.36

ELEC0153-001 06/06/2005

ST JOSEPH COUNTY

	Rates	Fringes
Communication Technician.....	\$ 22.30	8.17
Electrician.....	\$ 27.14	13.13

Includes the installation, operation, inspection, modification, maintenance and repair of systems used for the transmission and reception of signals of any nature, for any purpose, including but not limited to, sound and voice transmission/transference systems, communication systems that transmit or receive information and/or control systems, television and video systems, micro-processor controlled fire alarm systems, and security systems and the performance of any task directly related to such installation or service. The scope of work shall exclude the installation of electrical power wiring and the installation of conduit raceways exceeding fifteen (15) feet in length.

ELEC0531-001 08/30/2004

LAPORTE AND PORTER COUNTIES

	Rates	Fringes
Electrician.....	\$ 30.29	13.01

ELEC0697-001 05/31/2004

LAKE COUNTY

	Rates	Fringes
Electrician.....	\$ 31.65	13.05

ELEC0697-004 10/01/2000

LAKE COUNTY

	Rates	Fringes
Telecommunication Technician...	\$ 22.36	9.12

Work covers low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V/SAT, bypass, CATV, WAN (WIDE AREA NETWORKS), LAN (local area networks), and ISDN (integrated system digital network). Does not cover any work which properly comes under the work

description of Inside JW (Journeyman Wireman), but shall cover the pulling of wire in raceways, but not the installation of raceways.

ELEC1393-003 01/01/2005

LAKE & PORTER COUNTIES
(Calumet Area, North of U.S. Hwy 30)

	Rates	Fringes
Line Construction:		
EQUIPMENT OPERATOR (Backhoe over 1/2 yard bucket capacity, cranes rated at 15 ton or more capacity) 95% of J.L. Rate..	\$ 30.30	4.50+23.5%
GROUNDMAN, EQUIPMENT OPERATOR: (Diggers 5th wheel type trucks, crawler type, D-4 and smaller, bucket trucks and live boom type line trucks).....	\$ 23.90	4.50+23.5%
GROUNDMAN.....	\$ 17.81	4.50+23.5%
GROUNDMAN-TRUCK DRIVER.....	\$ 21.33	4.50+23.5%
LINEMAN.....	\$ 30.30	4.50+23.5%

ELEV0002-005 07/03/2002

ELEVATOR CONSTRUCTION

LAKE AND PORTER COUNTIES

	Rates	Fringes
Elevator Mechanic.....	\$ 34.48	7.455+a&b

FOOTNOTES:

a. Seven paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving & Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years. Employer contributes 6% of regular hourly rate to vacation pay credit for employee who has worked in business less than 5 years.

ELEV0057-001 01/01/2005

LAPORTE AND ST. JOSEPH COUNTIES

	Rates	Fringes
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Elevator Mechanic.....\$ 31.77 12.015+a

FOOTNOTES:

a. Employer contributes 8% basic hourly rate for 5 years or more of service or 6% basic hourly rate for 6 months to 5 years of service as vacation pay credit.

b. New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day plus the Friday after Thanksgiving Day.

ENGI0150-001 06/01/2005

BUILDING CONSTRUCTION POWER EQUIPMENT OPERATORS:

LAKE, LAPORTE, PORTER COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 35.20	13.43
GROUP 2.....	\$ 34.70	13.43
GROUP 3.....	\$ 32.75	13.43
GROUP 4.....	\$ 31.55	13.43
GROUP 5.....	\$ 26.10	13.43

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant; Autograde; Batch Plant); Benoto (requires 2 engineers; Boiler & throttle valve; Boring machine (mining machine); Caisson Rigs; Central redi-mix plant; Combination Backhoe Endloader with backhoe bucket over 1/2 cu. yd. or with attachments; Combination tugger hoist & air compressor; Compressor & throttle; Concrete Breaker (truck mounted); Concrete conveyor; Concrete conveyor (truck mounted); Concrete paver over 27E cu.ft.; Concrete paver 27E cu. ft. & under; Concrete placing boom; Concrete pump/grout pump with boom (truck mounted); Concrete pump with boom (truck mounted); concrete tower; Cranes and Backhoes (All Attachments); Cranes, Hammerhead Tower; Creter Crane; Derricks (all); Derricks (traveling); Forklift lull type; Forklift, 10 ton & over; Gradall, Hoist 1, 2, and 3 drums; Hoist (2 tugger 1 floor), Hydraulic Boom truck, Laser Screed, Locomotive (all), Motor patrol, Mucking Machine; Pile Driving and Skid rig, Pit machine, Prestress Machines, Pump cretes (and similar types), Rock Drill (self-propelled), Rock Drill Truck mounted; Slip form paver, Straddle buggies, Tractor with boom and side boom, Trenching Mechine; Winch Tractors, Welding machines (6-9),

GROUP 2: Air Comporessor (3) (feeding a common receiver);

Asphalt Spreader; boilers; bulldozers; Combination Backhoe end loader with Backhoe bucket 1/2 cu. yd. and under or with attachments; Corboy drilling machine; Grader, Elevating; Grouting machines; Guard rail post driver; Highlift Shovel or frontend loader; Hoist (automatic), Hoist (all elevators); Hoist (tugger and single drum); Post hole digger; rollers (all); Scoop (tractor drawn); Stone crushers; Tournapull; Winch trucks

GROUP 3: Air compressor - small 210 and under (1 to 5 not to exceed a total of 300 feet); Air compressor - large over 210; Air compressor (2) feeding a common receiver; Combination - small equipment operator; Concrete mixer (two bag & over); Conveyor, portable; Forklift-under 10 ton; Generator; Pumps (1 to 3 not to exceed a total of 300 feet); Pumps, well points; Steam generators; Tractors, farm & similar type; Welding machines (2 thru 5); Winches, 4 electric drillo winches

GROUP 4: Bull gang (crane erection crew); Heaters, mechanical (1 to 5); Oilers; Switchmen Group 5: Fork lifts (Housing and commercial only)

ENGI0150-012 06/01/2005

BUILDING CONSTRUCTION

ST. JOSEPH COUNTY

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 23.60	13.75+a
GROUP 2.....	\$ 22.25	13.75+a
GROUP 3.....	\$ 21.45	13.75+a
GROUP 4.....	\$ 20.65	13.75+a
GROUP 5.....	\$ 18.05	13.75+a

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Fourth of July, Thanksgiving Day, Decoration Day, Labor Day and Christmas Day

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Mechanic, Asphalt Plant, Asphalt Spreader, Auto Grader; Batch Plant, Benoto (requires 2 Engineers), Boiler and Throttle Valve, Boring Machine (road), Bulldozers (with engines of 140 net horse power or more) Caisson Rigs, Central Redi-mix Plant, Concrete Conveyor Systems, Concrete Power (over 27E cu. ft.), Concrete Paver (27E cu. ft. and under), Concrete Pumps/Grout concrete placer (Truck Mounted), Concrete Tower, Cranes and backhoes (all), Cranes, Hammerhead Tower, Creter Crane, Derricks (all),

Forklift (capble of hoisting and mechanically moving forks horizontally), Grader, Elevating, Highlift Shovels or Front End Loaders (over 3 yd bucket), Hoists (2 or more drums), Locomotives (all), Laser screed, Motor Patrol, Pile Drivers and Skid Rig, Pre-Stress Machines, Pump Cretes & Similar Types, Rock Drill (Self-Propelled), Rock Drill (self propelled Truck Mounted), Scoops (tractor drawn), Slip-Form Paver, Tournapull, Tractor with Boom & Side Boom, Trenching Machine (12 or more inches in width), Combination Backhoe Front End Loader Machine with backhoe 1/2 yd bucket or attachments.

GROUP 2: Air Compressor (600 cu. ft. and over), Bob Cat (over 3/4 cu. yd.), Boilers, Broom (all powered propelled), Bull Dozers with engines of less than 140 net horsepower, combination backhoe front end loader 1/2 yf bskhhoe or under, Compressor and Throttle Valve, Concrete Breaker (truck mounted), Concrete Mixer (of moore than 21 cu. ft. capacity), Forklift (with fixed or tilt mast), Greaser Engineer, Highlift shovel or front endloader 3 yd bucket and under, Hoists (1 drum), Hydraulic Boom Truck, Post Hole Digger (vehicle mounted), Pump Cretes (squeeze crete type pumps, Gypsum, bulker , Rollers(all), Steam Generators, Stone Crushers, Stradddle Buggies, Tractors, Winch Trucks (with "a" frame.

GROUP 3: Buck Hoist, Combination (small equipment operator), .Conveyor (portable), Grouting Machine, Hoist Elevators (material and personnel), Hydraulic Power Units, Grouting and Pile Driving, Stud Welder, Trenching Machines less than 12 inches in width, Welding Machines (8 through 15).

GROUP 4: Bobcat (up to and including 3/4 cu. yd.). Compressor (over 210 cu. ft. and less than 600 cu. ft.), Generator (over 50 kw.), Heaters, Mechanical, Hoists (all elevator, permanent installation), Hoist (automatic), Hoist (tugger single drum), Oilers, Pumps, Well Points and electric submersible, Small Rubber Tired End Loaders (1/4 cu. yd. and under), Tractors (farm type) Welding Machines (2 through 8)

GROUP 5: Bobcats and forklifts (commercial or residential)

ENGI0150-014 05/01/2005

POWER EQUIPMENT OPERATOR HEAVY/HIGHWAY

LAKE, LAPORTE, PORTER AND ST. JOSEPH COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 32.35	12.95

GROUP 2.....	\$ 31.90	12.95
GROUP 3.....	\$ 31.45	12.95
GROUP 4.....	\$ 30.25	12.95
GROUP 5.....	\$ 29.20	12.95

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt plants (construction), Asphalt plant (permanent), Auto Patrol (Maintainer), Automatic Dry Batch Plant, Automated Concrete Placer, Automated Sub-Grader, Automated Slip Form Paver, Automated Finish Machine, Combination Backhoe Front, End Loader Machine (1/2 cu. yd.), Backhoe bucket or over or with attachments), Combination backhoe 1 cu yd, Backhoe bucket or over or with attachments, Ballast Regulator (RR), Belt Loader (stationary), Boring Machine (road), Bulldozer, Concrete Mixer(27 cu. ft. or over), Concrete Pump (truck mounted), Concrete Breaker (truck mounted and self-propelled), Core Drilling Machine, Cranes and Backhoes (all attachments), Cranes, Hammerhead, Creter Crane, Crushers (concrete, rock, recycling, etc.), Derricks , Derricks (traveling), Dredge Operator, Formless Curb and Gutter Machine (36 inches and over), Formless Curb and Gutter Machine under 36 inches, Gradall and Machines (of a like nature), Guardrail Post Driver (truck mounted), Lead Greaser, Helicopter, Highlift Shovel (3 yd. and over), Hoist (1 drum), Hoist (2, and 3 drums), Hydraulic Power Units (grouting, piledriving and extracting) Hydro or water blaster (self-propelled), Locomotive Operators, Mechanic, Welder, Mucking Machine, Panelboard Concrete Plant (central mix type), Paver (Hetherington), Pile Driver (Skid or Crawler), Road Paving Mixer, Rock Drill Crawler or Skid Rig, Rock Drill (truck Mounted), Ross Carrier, Roto Mill Grinder (36" and over), Roto mill grinder (less than 36"), Throttle Valve and Compressor or Clever Brooks Type Combination, Throttle Valve and Fireman Combination or Horizontal or Upright Boiler, Tournapull or similar type equipment, Tractor (boom), Tractor Drawn Belt Loader with attached Pusher (requires two engineers), Trench Machine, Tug Boat Operator, Wheel Excavator, Winch Tractor with "a" frame, Scoops, Turnapull or similar types machine used in Tandem (add \$1.00 to class 1 hourly rate for each machine attached there to).

GROUP 2: Combination Backhoe Front End Loader Machine with less than 1/2 cu. yd., Backhoe Bucket or with attachments, Bituminous Mixer, Bituminous Paver, Bridge Deck Finisher, Concrete Mixer (less than 27 cu. ft.), Compressor and throttle valve, Compressor (common receiver 3), Greaser, Highlift Shovels (under 3 cu. yds.), Jersey Spreader or Base Paver, Pavement Bump Grinder (self-propelled), Roller (Asphalt, waterbound, Macadam, Bituminous Macadam, Brick Surface, Sheepfoot Roller (self- propelled with blade),

Surface Heater and Planer, Tamper (multiple vibrating, asphalt waterbound macadam, bituminous macadam, brick surface), Tractor (push), Tractor with scoop, Widener, Apsco or similar type.

GROUP 3: Back Filler, Bituminous Distributor, Broom and Belt Machine, Bull Float, Compressor (common receiver 2), Concrete cutter wheel type (rockwell), Concrete Finishing Machine, Concrete Spreader (power driven), Digger, Post Hole (power driven), Finishing Machine and Bull Float, Forklift, Form Grader, Form Tamper (motor driven), Hydraulic (boom truck) when used for hauling materials, Laser screed, Multiple Tamping Machine, Paving Breaker, Roller (earth and subbase material), Roller sheepfoot (self-propelled), Sub-grader, Tamper, Multiple Vibrating (earth and subbase material), Tractaire with Drill, Tractor (with all drawn attachments except backhoe and including Highlift, Endloader of 1 cu. yd. capacity and less.

GROUP 4: Air Compressors, Conveyor (all), Fireman on Boiler, Generator, Grout Machine, Power curing Spraying Machine (self-propelled), Broom (self-propelled), Seaman Tiller, Skid steer loaders, Spike Machine (RR), Stripping Machine (paint, self-propelled), Throttle Valve, Welding Machine, Well Points System.

GROUP 5: Deck Hand, Hetherington Driver, Mechanical Heater (1 to 5), Outboard or Inboard Motor Boat, Oiler, Power Saw (Concrete Power Driven), Water Pump, Grasscutter.

IRON0292-001 06/01/2003

ST. JOSEPH and LAPORTE (REMAINDER OF COUNTY)

	Rates	Fringes
Ironworker.....	\$ 22.05	11.26

IRON0395-001 06/01/2003

LAKE, PORTER AND LAPORTE (FROM LAKE MICHIGAN ON NORTH TO 50 MILES S. OF LAKE MICHIGAN ON THE S. AND FROM IN/IL STATE LINE ON W. TO 3 MILES E. OF IN. COUNTIES

	Rates	Fringes
Ironworkers:		
SHEETER.....	\$ 28.25	15.68
STRUCTURAL & ORNAMENTAL.....	\$ 28.00	15.68

LABO0041-001 06/01/2005

BUILDING CONSTRUCTION:

LAKE, LAPORTE AND PORTER COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 26.28	8.50
GROUP 2.....	\$ 27.03	8.50
GROUP 3.....	\$ 27.28	8.50

LABORER CLASSIFICATIONS

GROUP 1: Building and Construction Laborers; Scaffold Builders (other than for Mason or Plasterers); Railroad Workers, Masonry Wall Workers, (interior & exterior); Portable Water, Pumps with discharge up to 3 inches; Handling of Creosote Lumber or Like Treated Material (excluding railroad material); Asphalt Rakers and Lutemen; Earth compactors; Jackmen and Sheetmen Working Ditches Deeper than Six (6) Feet in Depth; Laborers Working Ditches Six (6) Feet in Depth or Deeper; Assembly of Unicrete Pump; Tile Layers (sewer or field) and Sewer Pipe Layers (metallic or non-metallic); Motor Driven Wheelbarrows and Concrete Buggies; Hyster Operators; Pump Crete Assemblers; Core Drill Operators; Cement, Lime or Silica Clay Handler (bulk or bag); Handling of Toxic Materail Damaging to Clothing; Pneumatic Spikers; Deck Engine and Winch Operators; Water main and Cable Ducking (metallic and non-metallic); Screed Man or Screw Operator on Asphalt Paver; Chain Saw and Demolition Saw Operators; Concrete Saw; Concrete Conveyor Assemblers; Applying of Curing Compound; Sinking of Wellpoints; Dewatering Header Systems

GROUP 2: Plaster Tenders, Masons Tenders; Mortar Mixers; Welders (acetylene or electric); Cutting Torch or Burner; Cement Nozzle Laborers; Cement Gun Operators; Scaffold Builders for Plasterers; Scaffold Builders for Masons; Water Blast Machine Operators; Air Tool Operators and all Pneumatic Tool Operators, Air and Electric Vibrators and Chpping Hammer Operators; Asbestos Removal; Hazardous Waste Removal; All Boiler Setters Laborers, including expediters, bottom men, bell men, and Mason Tenders

GROUP 3: Dynamite Men; Drillers, Air Track or Wagon Drilling for explosives.

LABO0081-001 06/16/2005

HEAVY and HIGHWAY CONSTRUCTION:

Rates	Fringes
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Laborers:

LAKE, LAPORTE AND PORTER

COUNTIES

GROUP 1.....\$ 22.09 6.65

GROUP 2.....\$ 23.09 6.65

GROUP 3.....\$ 23.59 6.65

ST JOSEPH COUNTY

GROUP 1.....\$ 20.07 6.65

GROUP 2.....\$ 21.07 6.65

GROUP 3.....\$ 21.57 6.65

LABORERS (HEAVY AND HIGHWAY) GROUP DESCRIPTIONS

GROUP 1: Construction Laborer; Carpenter Tender; Fence Erector; Grade Checker; Guard Rail Erector; Continuous Steel Rod or Mat Installer; Wire Mesh Layer; Joint Man (Mortar, Mastic, and all other types); Lighting Installer (Permanent or Temporary); Lineman for Automatic Grade Maker on Paving Machines; Mortar Man; Multi-Plant Erector; Rip-rap Installer (all Products and Materials); Road Marking and Delineation Laborer; Setting and Placeing of all Precast Concrete Products; Sing Installation including Supporting Structure; Spraying of all Epoxy, Curing Compound, or Like Material; Flagperson; Air Tool, Power Tool, and Power Equipment Operator; Asphalt Raker Man; Batch Truck Dumper; Bridge Hand Rail Erector; Handler (bulk or bag cement); Chain Saw Man; Concrete Puddler; Concrete Rubber; Concrete Saw Operator; Core Drill Operator, Eye Level; Hand Blade Operator Hydro Seeder Man; Motor Driven Georgia Buggy Operator; Power Driven Compactor or Tamper Operator; Power Saw Operator; Pump Crete Assembly Man; Screed Man or Screw Man on Asphalt Paver; Rebar Installer; Sandblaster Man; Sealer Applicator for Asphalt (toxic); Setting and Placeing Prestressed on Precast Concrete Structural Members; Side Rail Setters (for Sidewalk, Side Ditches, Radii, and Pavement); Spreader Box Tender (manual or power driven); Straw Blower Man; Subsurface Drain and Culvert Pipe Layer; Transverse and and longitudinal Hand Bull Float Man; Concrete Conveyor; Horizonial Boring and Jackman and Sheetman; Pipe Grade Man; Winch and Windlass Operator Conduit Installer, Sod Layer.

GROUP 2: Cutting Torch Burner; Laser Beam Aligner; Manhole Erector; Sewer Pipe Layer; Water Line Installer, Temporary or Permanent; Welders (electric or Oxy-Acetylene).

GROUP 3: Air Track and Wagon Drillman; Dynamite and Powder Man; Concrete Barrier Rail Form Setter; General Laborer; Concrete finisher; transverse and longitudinal hand; bull float man, concrete saw, joint control cutting

BUILDING CONSTRUCTION:

ST JOSEPH COUNTY:

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 19.58	6.90
GROUP 2.....	\$ 19.78	6.90
GROUP 3.....	\$ 20.08	6.90
GROUP 4.....	\$ 20.58	6.90

BUILDING CONSTRUCTION

GROUP 1: Building and Construction Laborers; Scaffold Builders (other than for Plasterers); Ironworker Tenders; Mechanic Tenders; Window Washers and cleaners; Waterboys and Toolhousemen; Roofers Tenders; Railroad Workers; Masonry Wall Washers (interior and exterior); Cement Finisher Tenders; Carpenter Tenders; All Portable Water pumps with discharge up to (3) inches; Plaster Tenders; Mason Tenders; Flag & Signal Person.

GROUP 2: Waterproofing; Handling of Creosot Lumber or like treated material (excluding railroad material); Asphalt Rakers and Lutemen; Kettlemen; Air Tool Operators and all Pneumatic Tool Operators; Air and Electric Vibrators and Chipping Hammer Operators; Earth Compactors Jackmen and Sheetmen working Ditches deeper than (6) ft.in depth; Laborers working in ditches (6) ft.in depth or deeper; Assembly of Unicrete Pump; Tile Layers (sewer or field) and Sewer Pipe Layer (metallic or non-metallic); Motor driven Wheelbarrows and Concrete Buggies; Hyster Operators; Pump Crete Assemblers; Core Drill Operators; Cement, Lime or Silica Clay Handlers (bulk or bag); Handling of Toxic Materials damaging to clothing; Pneumatic Spikers; Deck Engine and Winch Operators; Water Main and Cable Ducking (metallic and non-metallic); Screed Man or Screw Operator on Asphalt Paver; Chain and Demolition Saw Operators; Concrete Conveyor Assemblers.

GROUP 3: Water Blast Machine Operator; Mortar Mixers; Welders (Acetylene or electric); Cutting Torch or Burner; Cement Nozzle. Laborers; Cement Gun Operator; Scaffold Builders when Working for Plasterers.

GROUP 4: Dynamite Men; Drillers - Air Track or Wagon Drilling for explosives Hazardous and Toxic material handler, asbestos removal or handler.

LABO0645-002 04/01/2004

(UTILITY CONSTRUCTION)

ST JOSEPH COUNTY

	Rates	Fringes
Laborers:		
GROUP 1:.....	\$ 19.37	6.30
GROUP 2:.....	\$ 19.67	6.30
GROUP 3:.....	\$ 20.37	6.30

LABORER CLASSIFICATIONS (UTILITY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plateerector; Rip-rap installer (all products and materials); Road markin and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man; concrete puddler; concrete rubber; Concrete saw operator; Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator; Power-driven cmpactor or tamper operator; Power saw operator; Pumpcrete assembly man; Screed man or screw man or asphalt paver; Rebar installer; Sandblaster man; Sealer applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural members; Side rail setter (for sidewalks, side ditches, radii, and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Transverse and longitudinal hand bull float man; Concrete conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; winch and windlass operator

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole erector; Sewer pipe layer; Water line installer, temporary or permanent; Welder (electric or exy-acetylene) in connection with waterline and sewer work, Hod Carrier (tending bricklayers); TVing and associated grouting of utility lines.

GROUP 3: Air track and wage drillman; Concrete barrier rail form setter; Dynamite and powder man; General leadman; Concrete Finisher; Transverse and Longitudinal hand Bullfloat man; Concrete Saw Joint Cutting

LAKE COUNTY, West of Highway #41, including HAMMOND area

	Rates	Fringes
Glazier.....	\$ 26.80	12.09

PAIN0091-004 06/01/2004

LA PORTE (Everything East of Hwy 39 and North of Hwy 20,
including the Cities of LaPorte and Michigan City); ST. JOSEPH
COUNTIES

	Rates	Fringes
Painters:		
Brush & Roller, Drywall		
Taping & Finishing,		
Vinyl/Paper Hanging.....	\$ 21.00	7.84
Spray.....	\$ 21.50	7.84

PAIN0460-003 06/01/2003

PORTER, LAKE and the remainder of LA PORTE COUNTY)

	Rates	Fringes
Painters:		
DRYWALL FINISHING.....	\$ 26.59	11.32
PAINTER.....	\$ 25.79	11.32

* PAIN1165-005 06/01/2005

LAKE (EAST OF HIGHWAY #41 EXCLUDING HAMMOND AREA), LAPORTE and
PORTER COUNTIES

	Rates	Fringes
Glazier.....	\$ 27.02	10.80

* PAIN1165-009 07/01/2005

ST. JOSEPH

	Rates	Fringes
Glazier.....	\$ 23.14	9.10

PLAS0101-006 01/01/2005

HEAVY/HIGHWAY

ST. JOSEPH COUNTY

	Rates	Fringes
Cement Mason.....	\$ 25.11	8.25

PLAS0101-007 06/01/2004		

BUILDING CONSTRUCTION

ST. JOSEPH COUNTY

	Rates	Fringes
Cement Mason.....	\$ 22.34	8.65
Plasterer.....	\$ 22.01	9.75

* PLAS0165-001 06/01/2005		

LAKE COUNTY (EXCEPT BY THE NORTHEAST SECTION LYING NORTH OF
CROWN POINT AND EAST OF GRIFFITH)

	Rates	Fringes
Cement Mason		
BUILDING CONSTRUCTION.....	\$ 31.53	12.82
HEAVY & HIGHWAY CONSTRUCTION	\$ 28.23	11.07
Plasterer		
BUILDING CONSTRUCTION.....	\$ 27.98	11.65

* PLAS0406-001 06/01/2005		

LAKE COUNTY (NORTHWARD ON LAKE COUNTY LINE TO AND INCLUDING THE
CITY OF MERRILLVILLE, BUT NOT THE CITY LIMITS OF CROWN POINT),
PORTER COUNTY

	Rates	Fringes
Cement Mason		
BUILDING CONSTRUCTION.....	\$ 30.25	14.09
HEAVY & HIGHWAY CONSTRUCTION	\$ 27.69	11.61
Plasterer		
BUILDING CONSTRUCTION.....	\$ 28.23	11.40

* PLAS0438-001 06/01/2005		

LAPORTE COUNTY, EASTERN PORTION OF PORTER COUNTY WEST TO BUT
NOT INCLUDING CHESTERTON IN THE NORTH AND WEST TO AND INCLUDING
KOUTS IN THE SOUTH

	Rates	Fringes
Cement Mason		
BUILDING CONSTRUCTION.....	\$ 29.91	14.25

HEAVY & HIGHWAY CONSTRUCTION	\$ 27.52	11.47

PLUM0172-006 05/30/2005		
LA PORTE COUNTY (CITY OF LAPORTE) AND ST. JOSEPH COUNTY		
	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 27.00	10.25

PLUM0210-001 06/01/2005		
LAKE, LAPORTE (Excluding the City of LaPorte) and PORTER COUNTIES		
	Rates	Fringes
Plumber.....	\$ 30.76	12.35

PLUM0597-003 06/01/2005		
LAKE (Entire County), LA PORTE (Excluding the city of La Porte), PORTER (Entire County)		
	Rates	Fringes
Pipefitter.....	\$ 36.10	14.81

ROOF0023-006 06/01/2005		
LA PORTE AND ST. JOSEPH COUNTIES		
	Rates	Fringes
Roofers:		
COMPOSITION.....	\$ 24.20	8.20
SLATE & TILE.....	\$ 24.70	8.20

ROOF0026-003 06/01/2005		
LAKE AND PORTER COUNTIES		
	Rates	Fringes
Roofer (including Built Up, Composition and Single Ply)....	\$ 29.31	11.85

SFIN0281-001 06/01/2004		
PORTER COUNTY (North of U.S. Route 30)		
	Rates	Fringes

Sprinkler Fitters.....	\$ 34.50	13.10
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SFIN0669-001 01/01/2005

LAKE AND PORTER COUNTIES

	Rates	Fringes
Sprinkler Fitter.....	\$ 28.79	10.50

SFIN0669-002 01/01/2005

	Rates	Fringes
Sprinkler Fitter.....	\$ 27.59	10.50

SHEE0020-013 01/01/2005

ST. JOSEPH COUNTY

	Rates	Fringes
Sheet metal worker.....	\$ 25.82	12.85

SHEE0020-015 01/01/2005

LAKE, LAPORTE AND PORTER COUNTY

	Rates	Fringes
Sheet metal worker.....	\$ 30.25	13.18

TEAM0142-002 06/01/2005

	Rates	Fringes
Truck drivers: (BUILDING CONSTRUCTION ONLY)		
LAPORTE COUNTY		
GROUP 1.....	\$ 14.00	A
GROUP 2.....	\$ 14.10	A
GROUP 3.....	\$ 14.25	A
GROUP 4.....	\$ 14.45	A

	Rates	Fringes
Truck drivers: (BUILDING, HEAVY AND HIGHWAY CONSTRUCTION (INCLUDING ASPHALT PAVING WORK))		
LAKE AND PORTER COUNTIES		
GROUP 1.....	\$ 27.85	9.69
GROUP 2.....	\$ 28.05	9.69
GROUP 3.....	\$ 28.25	9.69
GROUP 4.....	\$ 28.45	9.69

GROUP 5.....	\$ 28.80	9.69
GROUP 6.....	\$ 30.10	9.69

FOOTNOTE: A. \$123.50 PER WEEK. PER EMPLOYEE

(BUILDING CONSTRUCTION ONLY)
LAPORTE COUNTY

GROUP 1: 4 Wheel and sheet metal trucks
GROUP 2: 6 Wheel and semi trucks
GROUP 3: Winch Trucks
GROUP 4: Mechanics

BUILDING, HEAVY & HIGHWAY AND ASPHALT PAVING
LAKE AND PORTER COUNTIES

GROUP 1: 2 and 3 Axle
GROUP 2: 4 Axle
GROUP 3: 5 Axle
GROUP 4: 6 Axle
GROUP 5: Over 6 Axles
GROUP 6: Articulated Dumps

* TEAM0364-004 06/01/2005

	Rates	Fringes
Truck drivers:		
BUILDING CONSTRUCTION (St. Joesph County)		
GROUP 1.....	\$ 19.33	a+b
GROUP 2.....	\$ 19.54	a+b
GROUP 3.....	\$ 19.62	a+b
GROUP 4.....	\$ 19.67	a+b
HEAVY AND HIGHWAY CONSTRUCTION (LaPorte & St. Joesph Counties)		
GROUP 1.....	\$ 15.12	a
GROUP 2.....	\$ 15.17	a
GROUP 3.....	\$ 15.22	a
GROUP 4.....	\$ 15.27	a
GROUP 5.....	\$ 15.32	a
GROUP 6.....	\$ 15.37	a
GROUP 7.....	\$ 15.42	a
GROUP 8.....	\$ 15.47	a
GROUP 9.....	\$ 15.52	a
GROUP 10.....	\$ 14.97	a
GROUP 11.....	\$ 15.07	a
REMAINING COUNTIES		

FOOTNOTE:

a. HEALTH & WELFARE: \$237.40 per week for each employee.

PENSION: \$37.00 per week for each employee.

b. HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

TRUCK DRIVERS BUILDING CLASSIFICATIONS

GROUP 1: Pickup Trucks
GROUP 2: Single Axle Trucks
GROUP 3: Tandem, Triaxle and Fuel Trucks
GROUP 4: Semi Trailer Trucks

For the REMAINING COUNTIES:

FOOTNOTE: a. \$162.30+.07 per week, per employee

TRUCK DRIVER HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1: Single axle straight trucks

GROUP 2: Single axle fuel and water trucks

GROUP 3: Single axle "dog-legs", and tandem truck or dog-legs; Drivers on batch trucks, wet or dry over 3 (34E) batches and tandem axle truck.

GROUP 4: Tandem axle fuel and Tandem axle water trucks; Drivers on Bituminous Distributors, Two-Man.

GROUP 5: Tandem trucks over 15 tons payload; Single axle semi trucks; Farm tractors hauling material; Mixer trucks (all types); trucks pulling tilt-top trailer single axle; single axle lowboys; truck mounted pavement breakers.

GROUP 6: Tandem trucks or "dog-legs"; Semi-water; Sprinkler; Heavy equipment-type water wagons, 5,000 gallons and under; Drivers on Bituminous Distributors, One-Man.

GROUP 7: Tri-axle trucks; tandem axle semi trucks; Equipment when not self-loaded or pusher loaded, such as Koehring or similar dumpsters, track trucks, Euclid bottom dump and hug bottom dump, tournatrailer, tournarockers, atley wagons, or similar equipment over 12cu. yds.; Mobile mixer trucks; trucks pulling tilt-top trailer tandem axle; Low-boys tandem axle; Tri- axle batch trucks and Tri-axle truck grease and maintenance truck for servicing equipment.

GROUP 8: Tandem-tandem semi trucks; truck mechanics and welders; Heavy equipment type water wagon over 5,000 gallons. Trucks pulling tilt-top trailer tri-axle; Low-boys tandem-tandem axle.

GROUP 9: Low-boys, tandem tri-axle; Acey wagons up to and including three (3) buckets.

GROUP 10: Pick-up trucks.

GROUP 11: Tenders; Greasers; Tire Men; Batch Board Tenders.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

END OF AMENDMENT

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Bridge Construction FFP PURCHASE REQUEST NUMBER: W56MES-5133-8942	1	Lump Sum	\$536,079.50	\$536,079.50
					<hr/>
				NET AMT	\$536,079.50
ACRN AA Funded Amount					\$536,079.50

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Cofferdam FFP	1	Lump Sum	\$365,000.00	\$365,000.00
					<hr/>
				NET AMT	\$365,000.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Pre-Manufactured Steel Bridge FFP	1	Lump Sum	\$699,132.50	\$699,132.50
					<hr/>
NET AMT					\$699,132.50
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Temporary Steel Sheet FFP Piling, Left-In-Place	1	Lump Sum	\$40,000.00	\$40,000.00
					<hr/>
NET AMT					\$40,000.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Shoreline Stabilization FFP	1	Lump Sum	\$316,155.40	\$316,155.40
					<hr/>
NET AMT					\$316,155.40
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Electrical Stabilization FFP	1	Lump Sum	\$63,470.00	\$63,470.00
					<hr/>
NET AMT					\$63,470.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	Raised Letter LED Signage and FFP Associated Electrical				
					<hr/>
NET AMT					\$0.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 OPTION	Under Bridge Flood Lighting FFP Units and Associated Electrical				
					<hr/>
NET AMT					\$0.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Formliners				
OPTION	FFP				
				NET AMT	\$0.00
Funded Amount					\$0.00

FOB: Destination

Section 00100 - Bidding Schedule/Instructions to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.214-29 Order Of Precedence--Sealed Bidding JAN 1986

CLAUSES INCORPORATED BY FULL TEXT

52.219-3 NOTICE OF TOTAL HUBZONE SET-ASIDE (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) General. (1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a HUBZone small business concern.

(c) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(d) A HUBZone joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (c) of this clause will be performed by the HUBZone small business participant or participants.

(e) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be twenty (20) percent of the bid price or \$3,000,000.00, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)-

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular

570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-13	Time Extensions	SEP 2000
52.211-18	Variation in Estimated Quantity	APR 1984
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis -Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996

52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.228-2	Additional Bond Security	OCT 1997
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	AUG 1987
52.243-5	Changes and Changed Conditions	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering-Construction	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	MAY 2004
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2004
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.236-7000	Modification Proposals -Price Breakdown	DEC 1991
252.236-7006	Cost Limitation	JAN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7000	Material Inspection And Receiving Report	MAR 2003

252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (JAN 2005)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: [Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1			
Foreign construction material....			
Domestic construction material...			
Item 2			
Foreign construction material....			
Domestic construction material...			

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.com]

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY 2002)

(a) Definitions. As used in this clause --

- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
 - (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
 - (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

- (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--
 - (i) This contract is a construction contract; or
 - (ii) The supplies being transported are--
 - (A) Noncommercial items; or
 - (B) Commercial items that--
 - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);
 - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --
 - (1) U.S.-flag vessels are not available for timely shipment;
 - (2) The freight charges are inordinately excessive or unreasonable; or
 - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --
 - (1) Type, weight, and cube of cargo;
 - (2) Required shipping date;
 - (3) Special handling and discharge requirements;
 - (4) Loading and discharge points;
 - (5) Name of shipper and consignee;
 - (6) Prime contract number; and
 - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

(End of clause)

Section 00800 - Special Contract Requirements

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31220000 082427 3230B65936167261 NA 96203
AMOUNT: \$306,000.00

AB: 96X88620000 082427 32307CB51K167261 NA 96203
AMOUNT: \$306,000.00

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 365 calendar days after receipt of the notice to proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$962.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within two (2) months after award. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE
(MAR 1995)--EFARS

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region II. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

52.232-5002 CONTINUING CONTRACTS (ALTERNATE) (MAR 1995)--EFARS

(a) Funds are not available at the inception of this contract to cover the entire contract price. The sum of \$26,000.00 has been reserved for this contract and is available for payment to the contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds, together with funds provided by one or more non-federal project sponsors will be reserved for this contract. The liability of the United States for payments beyond the funds reserved for this contract is contingent on the reservation of additional funds.

(b) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not be considered a breach of this contract, and shall not entitle the contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs (e) and (h) below.

(c) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The contracting officer will promptly notify the contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

(d) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the contracting officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under this contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(e) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. If and when sufficient additional funds are reserved, the contractor shall be entitled to simple interest on any payment that the contracting officer determines was actually earned under the terms of this contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

(f) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under a "Suspension of Work" or similar clause or in any other manner under this contract.

(g) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(h) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the contracting officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be at no cost to the Government, except that, to the extent that additional funds to make payment therefore are allocated to this contract, it may be treated as a termination for the convenience of the Government.

(i) If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under this contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

(j) The term "Reservation" means monies that have been set aside and made available for payments under this contract.

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

- (a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by topographic and hydrographic surveys.
- (b) Weather conditions. The Contractor shall investigate and satisfy itself as to all hazards likely to arise from weather conditions during the performance of its work.
- (c) Transportation facilities. The Contractor shall investigate and obtain the necessary information and data as to the availability and use of access roads, highways and railroad facilities to the work site. The Contractor shall obtain necessary permits to operate on or cross public highways, roads and railroads.
- (d) Use of the Project Site. Project area usage is at the Contractor's risk. The Contractor shall be responsible for damages that may be suffered due to its operations. See technical specifications and drawings for additional information and physical data.

(End of clause)

252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

- (a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.
- (b) The Contractor shall--
 - (1) Check all drawings furnished immediately upon receipt;
 - (2) Compare all drawings and verify the figures before laying out the work;
 - (3) Promptly notify the Contracting Officer of any discrepancies;
 - (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
 - (5) Reproduce and print contract drawings and specifications as needed.
- (c) In general--
 - (1) Large-scale drawings shall govern small-scale drawings; and
 - (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.
 - (d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

<u>Title</u>	<u>Drawing No.</u>
South Bend Indiana Indiana University South Bend Shoreline Stabilization and Pedestrian Bridge over the St. Joseph River Drawing Index, General Notes, Abbreviations, Legend, Vicinity Map, Location Map, Site Plan Reference Conventions	1
South Bend Indiana Indiana University South Bend Shoreline Stabilization and Pedestrian Bridge over the St. Joseph River Project Plan	2
South Bend Indiana Indiana University South Bend Shoreline Stabilization and Pedestrian Bridge over the St. Joseph River Site / Survey Plan, Horizontal Control Points Soil Borings Locations	3
South Bend Indiana Indiana University South Bend Shoreline Stabilization and Pedestrian Bridge over the St. Joseph River Structural Plan & Elevation	4
South Bend Indiana Indiana University South Bend Shoreline Stabilization and Pedestrian Bridge over the St. Joseph River Structural Plan & Elevation	5
South Bend Indiana Indiana University South Bend Shoreline Stabilization and Pedestrian Bridge over the St. Joseph River	6

Typ Cross Sections

South Bend Indiana Indiana University South Bend Shoreline Stabilization and Pedestrian Bridge over the St. Joseph River Pile Details	7
South Bend Indiana Indiana University South Bend Shoreline Stabilization and Pedestrian Bridge over the St. Joseph River Abutment A & B Details	8
South Bend Indiana Indiana University South Bend Shoreline Stabilization and Pedestrian Bridge over the St. Joseph River Piers 1 & 2 Details	9
South Bend Indiana Indiana University South Bend Shoreline Stabilization and Pedestrian Bridge over the St. Joseph River Piers 3 & 4 Details	10
South Bend Indiana Indiana University South Bend Shoreline Stabilization and Pedestrian Bridge over the St. Joseph River Section & Details	11
South Bend Indiana Indiana University South Bend Shoreline Stabilization and Pedestrian Bridge over the St. Joseph River Section & Details	12
South Bend Indiana Indiana University South Bend Shoreline Stabilization and Pedestrian Bridge over the St. Joseph River Electrical	13

General Notes, Symbols and Abbreviations

South Bend Indiana Indiana University South Bend Shoreline Stabilization and Pedestrian Bridge over the St. Joseph River Electrical Site / Survey Plan	14
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South Bend Indiana Indiana University South Bend Shoreline Stabilization and Pedestrian Bridge over the St. Joseph River Bridge Electrical Plan & Elevation	16
South Bend Indiana Indiana University South Bend Shoreline Stabilization and Pedestrian Bridge over the St. Joseph River Electrical Details & Elevations	17
South Bend Indiana Indiana University South Bend Shoreline Stabilization and Pedestrian Bridge over the St. Joseph River Electrical Schedules & Details	18
South Bend Indiana Indiana University South Bend Shoreline Stabilization and Pedestrian Bridge over the St. Joseph River North Riverbank Stabilization Plan	19
South Bend Indiana Indiana University South Bend Shoreline Stabilization and Pedestrian Bridge over the St. Joseph River North Riverbank Stabilization Plan	20

South Bend Indiana Indiana University South Bend Shoreline Stabilization and Pedestrian Bridge over the St. Joseph River South Riverbank Stabilization Plan	21
South Bend Indiana Indiana University South Bend Shoreline Stabilization and Pedestrian Bridge over the St. Joseph River South Riverbank Stabilization Plan	22
South Bend Indiana Indiana University South Bend Shoreline Stabilization and Pedestrian Bridge over the St. Joseph River Shoreline Stabilization Sections	23
South Bend Indiana Indiana University South Bend Shoreline Stabilization and Pedestrian Bridge over the St. Joseph River Shoreline Stabilization Sections & Details	24
South Bend Indiana Indiana University South Bend Shoreline Stabilization and Pedestrian Bridge over the St. Joseph River Real Estate Map	25

(End of clause)

Security Contract Language for all Corps of Engineers' Unclassified Contracts (PIL 2003-06, 19 Feb 03)

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (*to include grants, cooperative agreements and task orders*) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the (insert the name and address of the Division/ District) Security Officer within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the (insert the name and address of the Division/ District) Security Officer. For those contractors that do not have a CAGE Code or Facility Security Clearance, the (insert the name and address of the Division/ District) Security Office will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

(End of Clause)

WEATHER DAYS

52.236-4020 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (31 OCT 89)(ER 415-1-15)

a. This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSE entitled "DEFAULT (FIXED-PRICE CONSTRUCTION)." In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

- (1) The weather experienced at the project site during the

contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

b. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

**MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON 7 DAY WORK WEEK**

JAN	FEB	MAR	APR	MAY	JUN
31	28	31	12	9	5
JUL	AUG	SEP	OCT	NOV	DEC
4	4	6	6	8	31

c. Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC Report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for fifty percent (50%) or more of the contractor's scheduled work day.

The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather days exceeds the number of days anticipated in Subparagraph b above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the CONTRACT CLAUSE entitled "DEFAULT (FIXED PRICE CONSTRUCTION)".

SAFETY & HEALTH

U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL,
EM 385-1-1

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-16 and/or other safety provisions). EM 385-1-1 and its changes are available at <http://www.hq.usace.army> (at the HQ homepage, select Safety and Occupational Health). The Contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.